IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

SAMSUNG ELECTRONICS CO., LTD.,)
Plaintiff,)
v.) C.A. No
IMPERIUM IP HOLDINGS (CAYMAN), LTD.,	JURY TRIAL DEMANDED
Defendant.) REDACTED -) PUBLIC VERSION

COMPLAINT

OF COUNSEL:
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Dated: November 16, 2015

Plaintiff Samsung Electronics Co., Ltd. ("Samsung") alleges as follows for its Complaint against Defendant Imperium IP Holdings (Cayman), Ltd. ("Imperium"):

NATURE OF THE ACTION

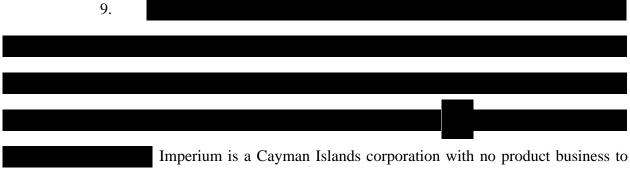
1. This is an action for breach of a contract that, upon information and belief,							
was negotiated at arms' length between Defendant Imperium and							
(Collectively, "Sony"), sophisticated parties who, upon information and belief,							
were represented at all times by counsel and who entered into a contract with the consent and							
advice of that counsel. Plaintiff is a third-party beneficiary of the rights conveyed by Imperium							
to Sony under that contract.							
2. On March 30, 2011, Imperium filed a complaint in the United States							
District Court for the Eastern District of Texas, Sherman Division, against Sony Ericsson Mobile							
Communications (USA), Inc. ("Sony Mobile"), among other defendants, alleging infringement							
of five United States Patents. Imperium's patent infringement case against Sony Mobile was							
assigned Civil Action No. 4:11-cv-163 ("the -163 action").							
3. Imperium and Sony entered into a confidential							
Agreement (referred to herein as the "Sony License Agreement")							
In particular, under the terms of the Sony							
License Agreement,							

5. On June 9, 2014, Imperium filed suit against Samsung in the Eastern District of Texas ("the -371 action"). In its complaint in that action, Imperium alleged that Samsung infringes the Asserted Imperium Patents by manufacturing, using, selling, offering for sale, and/or importing devices with image sensors or camera functionality. Some of the Samsung products accused in the -371 action include Sony sensors. Under the Patent Local Rules governing the -371 action, Imperium was required to provide detailed infringement contentions early in the case. In its initial disclosures, however, Imperium never, in the thousands of pages of contentions, identified a single Sony sensor as the basis for any infringement claim. Imperium's contentions were never supplemented or amended during

beneficiary under the Sony License Agreement.

discovery to identify any Sony image sensors.
7. Following completion of fact discovery in the -371 action on September 9,
2015, Imperium confirmed its breach of the Sony License Agreement when it provided its
infringement contentions during expert discovery. In particular, certain claims of the Asserted
Imperium Patents require an image sensor. And certain of the Samsung accused products
include only a Sony image sensor.
8. Samsung is facing irreparable harm from Imperium's breach and the
impending trial in the -371 action.
impending that in the -371 action.
Faced with Imperium's breach, and absent judicial intervention,
Samsung will be subject to a patent trial on products that are
Samsung, moreover, has been injured in its business or property, and is threatened

by imminent loss of profits, loss of revenue, loss of customers and potential customers, loss of goodwill and product image, expense incurred through its need to defend against Imperium's improper claims of infringement, and through the possible imposition of patent damages and an injunction.



Imperium is a Cayman Islands corporation with no product business to provide revenue. By virtue of its corporate structure and status as a non-practicing entity, Imperium has made itself essentially judgment proof, substantially eliminating any prospect for Samsung to recover its, damages, fees and costs.

PARTIES

- 10. Plaintiff Samsung Electronics Co., Ltd. is a Korean company with its principal place of business at 416, Maetan 3-dong, Yeongtong-gu, Suwon-si, Gyeonggi-do 443-742, Korea.
- 11. On information and belief, Defendant Imperium has a place of business at 400 Madison Avenue, Second Floor, New York, New York 10022, and is incorporated in the Cayman Islands.

JURISDICTION AND VENUE

12. This Court has jurisdiction over the subject matter of this dispute pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000, excluding interest and costs, and this action is between a citizen of a state and a citizen of a foreign state. In addition,

under 28 U.S.C. §§ 2201-2202, a current, actual and justiciable controversy exists between the parties, making a declaratory judgment action appropriate.

	13.	On information and belief, Defenda	ant is subject to this Court's personal
jurisdiction,	consiste	nt with principles of due process and	d the Delaware Long Arm Statute, at
least becaus	e		

14. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b)(1), (b)(2) and (c)(2).

GENERAL ALLEGATIONS

THE IMPERIUM-SONY LITIGATION AND SETTLEMENT AGREEMENT

- 15. On March 30, 2011, Imperium filed a complaint in the United States
 District Court for the Eastern District of Texas, Sherman Division, against Sony Ericsson Mobile
 Communications (USA) Inc., among other defendants, alleging infringement of five United
 States Patents.
- 16. Imperium's complaint alleged that Sony Mobile products that included image sensors infringed Imperium's five patents.
- Agreement. Upon information and belief, this Agreement settled Imperium's infringement claims and Imperium's complaint against Sony Mobile was dismissed on May 10, 2013.
 - 18. The Sony License Agreement defined

19.	The Sony License Agreement defined
20.	The Sony License Agreement defined
	The Sony License Agreement defined
	The Sony License Agreement defined

	22.	Image sensors manufactured and/or sold by Sony are					
under the Sony License Agreement.							
	23.	The Sony License Agreement					
	24.	The Sony License Agreemen					
	·						

25.	The Sony License Agreement
26.	The Sony License Agreement

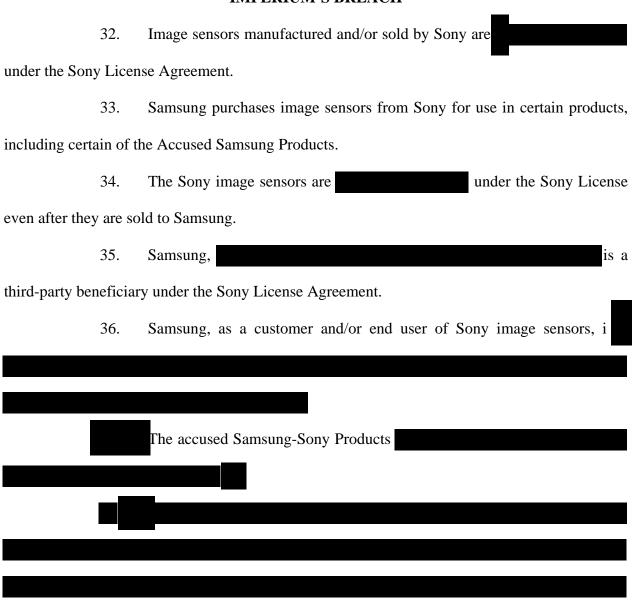


THE IMPERIUM-SAMSUNG PATENT LITIGATION

- 29. On June 9, 2014, Imperium filed a complaint alleging patent infringement suit against Plaintiff in the Eastern District of Texas.
- 30. In its complaint, Imperium alleged that Samsung infringes United States Patent Nos. 6,271,884; 6,836,290; and 7,092,029 by manufacturing, using, selling, offering for sale, and/or importing devices with image sensors or camera functionality. These three patents are identified as in the Sony License Agreement.

31. Samsung purchases image sensors from Sony for use in certain products, including products accused by Imperium of infringing the Accused Imperium Patents.

IMPERIUM'S BREACH



39. Imperium has accused Samsung products of infringement, including those that use only Sony image sensors.

40. Imperium has necessarily relied upon Sony image sensors to satisfy at least one element of at least one claim of at least one Asserted Patent.

CLAIMS FOR RELIEF

COUNT ONE (Breach of Contract)

41. Samsung re-alleges and incorporates by reference its allegations set forth in Paragraphs 1-40 above. As described above, Imperium and Sony entered into a As part of that Sony License Agreement, 43. Sony customers, including Samsung, are beneficiarie of the Sony License A reement. Pursuant to the Sony License Agreement, third parties, such as Samsung, who purchase Sony image sensors This benefit to third-party purchasers of Sony image sensors, like Samsung, mperium breached its contractual commitment by

- 48. As a result of this contractual breach, Samsung has been injured in its business or property, and is threatened by imminent loss of profits, loss of revenue, loss of customers and potential customers, loss of goodwill and product image, expense incurred through its need to defend against Imperium's improper claims of infringement, and through the possible imposition of patent damages and an injunction.
- 49. Samsung will suffer irreparable injury by reason of the acts, practices, and conduct of Imperium alleged above until and unless the Court enjoins such acts, practices, and conduct.

COUNT TWO (Declaratory Judgment)

- 50. Samsung re-alleges and incorporates by reference its allegations set forth in Paragraphs 1-49 above.
- 51. There is a dispute between the parties concerning whether Imperium breached its contractual obligations in the Sony License Agreement by
- 52. The dispute is of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.
- 53. Absent the declaratory and injunctive relief requested from this Court,

 Samsung faces the imminent risk of impermissible claims by Imperium of infringement of

 , including infringement claims that Imperium intends to try to the jury.

		54.	Samsung	g there	fore	seeks	dec	laratory	jud	gment	that	Imperium	has
breached	its	contrac	ctual obl	igations	to	third-pa	arty	benefici	ary	Samsu	ng by	bringing	and
maintaini	ng a	patent	infringen	nent cla	im w	vith resp	pect	to the As	ssert	ed Imp	erium	Patents ag	ainst
Samsung	proc	lucts											
				PR	RAYI	ER FOI	R RI	ELIEF					
W	HEF	REFOR	E, Samsu	ng pray	s for	a judgn	nent	that:					
		A.	Imperiu	n is liał	ole fo	or breacl	h of	contract;					
		B.	Samsung is a third-party beneficiary of the Sony License Agreement;										
		C.	Samsung is a with respect to its products that										
		D.	Imperiu	m has	brea	ached i	ts c	ontractua	al o	bligatio	ons to	Samsung	g by
maintaini	ng i	ts clain	n of infr	ingeme	nt of	any			a	gainst			
		E.	Imperiu	m is enj	oine	d prelim	inar	ily and po	erma	nently	from r	naintaining	gany
claim of infringement of any gainst any													

F. Imperium shall pay to Samsung the amount of damages that Samsung proves at trial;

G. Samsung shall recover its expenses, costs, and attorneys' fees in accordance with Rule 54(d) of the Federal Rules of Civil Procedure

H. Samsung shall receive such other and further relief as the Court deems just and proper.

JURY DEMAND

Samsung demands a trial by jury on all issues so triable.

Respectfully submitted,

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Dated: November 16, 2015

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